

**STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD**



CITY OF SACRAMENTO,

Employer,

and

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,

Petitioner,

and

STATIONARY ENGINEERS LOCAL 39,

Real Party in Interest.

Case No. SA-UM-795-M

PERB Decision No. 2354-M

February 14, 2014

Appearances: Siegel, Lewitter & Malkani by Jonathan H. Siegel and Arnulfo Medina, Attorneys, for International Association of Machinists & Aerospace Workers; Carroll, Burdick & McDonough by Gary M. Messing and Jason H. Jasmine, Attorneys, for Stationary Engineers Local 39.

Before Huguenin, Winslow and Banks, Members.

DECISION

BANKS, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the International Association of Machinists & Aerospace Workers (IAM) to a PERB Hearing Officer's proposed decision (attached). The Hearing Officer denied IAM's petition under the Meyers-Milias-Brown Act (MMBA)¹ to modify bargaining unit 12, also referred to as the "automotive bargaining unit," which is represented by IAM, to include the classification of Fleet Service Coordinator. The City of Sacramento (City), which has no local rules governing unit determination matters, established the Fleet

¹ The MMBA is codified at Government Code section 3500 et seq. Unless otherwise noted, all statutory references are to the Government Code.

Service Coordinator position in February 2011, but did not assign the position to any particular unit, pending resolution of IAM's petition, which was filed with PERB almost one year earlier when IAM learned of plans to create the position to free up IAM-represented Equipment Mechanic IIIs from performing clerical and customer-service related duties.

> IAM argues that, because the primary duties of the position were historically performed by Equipment Mechanic IIIs and other IAM-represented positions, the automotive bargaining unit rather than bargaining unit 16, the clerical-customer service bargaining unit represented by Stationary Engineers, Local 39 (Local 39), is the most appropriate unit for the newly-established position. IAM also urges the Board to adopt *Premcor, Inc.* (2001) 333 NLRB 1365 (*Premcor*) and similar decisions by the National Labor Relations Board (NLRB), which recognize a rebuttable presumption that a newly-created classification resides in the bargaining unit where its primary duties have historically been performed, rather than requiring the petitioner to prove the appropriateness of the unit by way of the NLRB's accretion process. (*Id.* at p. 1366; see also *In Re Developmental Disabilities Inst., Inc.* (2001) 334 NLRB 1166, 168; *Tarmac Am., Inc. & Int'l Union of Operating Engineers, Local 487, AFL-CIO* (2004) 342 NLRB 1049, 1055 (*Tarmac*).)

Local 39, which joined this matter as the real party in interest, opposes IAM's petition and asserts that the essentially clerical and customer service nature of the duties assigned to Fleet Service Coordinators, and other recognized "community of interest" factors, dictate that the classification belongs in the clerical-customer service related unit represented by Local 39. Specifically, Local 39 argues that the customer service duties assigned to Fleet Service Coordinators are similar to duties performed by customer service representatives, police records specialists and other classifications in Local 39's jurisdiction. It also points out that all of the incumbents in the Fleet Service Coordinator classification were previously Storekeepers, whom

the City agreed to reclassify to the newly-established position, when the Storekeeper duties were eliminated through contracting out.

The City has taken no formal position regarding the merits of IAM's petition. However, it acknowledges that, in return for Local 39's assent to the City's plans to contract-out the Storekeeper duties, the City agreed to place the former Storekeepers in the newly-established Fleet Service Coordinator position without an application process and without requiring additional training. The City also agreed to increase the compensation for the position as part of the negotiations which resulted in Local 39 abandoning its opposition to contracting-out the Storekeeper duties. Because the City has no local rules governing unit determination issues, it also acknowledges that PERB's unit modification procedure is the appropriate forum in which to resolve this issue.

We have reviewed the entire record, including IAM's unit modification petition, the transcript of the hearing, the parties' post-hearing briefs, the Hearing Officer's proposed decision, IAM's exceptions to the proposed decision, and Local 39's response in opposition thereto. Based on our review, we find the Hearing Officer's proposed decision to be well-reasoned and in accordance with applicable law and we adopt it as the decision of the Board itself, as supplemented by the discussion below.

DISCUSSION

For the most part, IAM's exceptions and supporting brief have raised no arguments which were not already fully and correctly addressed in the proposed decision. Since we adopt the proposed decision as the decision of the Board itself, we need not address IAM's exceptions here, other than to respond to its request that the Board adopt the NLRB's *Premcor* line of cases, and, its contention that, because the clerical and customer service duties assigned to the Fleet Service Coordinator classification were historically performed by employees in the

Equipment Mechanic III classification in IAM's bargaining unit, that same unit is the presumptively appropriate home for the newly-created position.

Under *Premcor*, *supra*, 333 NLRB 1365, and similar cases, once it is established that a newly-created classification performs the same basic functions as have historically been performed by a classification of employees in a particular bargaining unit, the new classification is properly viewed as *remaining* within that unit, rather than being *added to* the unit by way of accretion. (*Id.* at p. 1366; *In Re Developmental Disabilities Inst., Inc.* (2001) 334 NLRB 1166, 168.) Unless rebutted by contrary evidence, the *Premcor* presumption thus relieves the petitioning party from carrying its burden, under the NLRB's accretion process, of *demonstrating* a sufficient community of interest between the existing unit and the employees to be "accreted" to that unit. The duties being compared need not be identical in every respect for the presumption to apply. Even where there are *some* differences between the old and new jobs due to technological advances or innovations in the work process, the new position is presumed part of the existing unit, so long as the essential functions performed by the new classification are the same as historically performed within the unit. (*Premcor*, *supra*, at p. 1366; *Tarmac*, *supra*, 342 NLRB 1049, 1055.) Conversely, the *Premcor* presumption does *not* apply if the functions performed by one group of employees are "merely incidental to their primary work functions or are otherwise an insignificant part of their job." (*Tarmac*, *supra*, at p. 1055.)

Although PERB has not formally adopted *Premcor*, in various instances arising under the Educational Employment Relations Act (EERA),² newly established certificated classifications have been automatically placed in the existing unit of certificated employees, unless the position was managerial, supervisory or confidential, or unless there was evidence rebutting the presumption established by EERA section 3545, subdivision (b)(1) and *Peralta Community*

² EERA is codified at section 3540 et seq.

College District (1978) PERB Decision No. 77. (*El Monte Union High School District* (1980) PERB Decision No. 142.) PERB has similarly held that where an existing unit encompasses all classified school employees, except those designated management, supervisory or confidential, a newly-established non-managerial, non-supervisory, non-confidential classified position is automatically placed within the existing classified unit. (*Delano Joint Union High School District* (2004) PERB Decision No. 1678; *San Ysidro School District* (1997) PERB Decision No. 1198, p. 3.)

By contrast, in several cases arising under the Higher Education Employer-Employee Relations Act (HEERA)³ and the Ralph C. Dills Act (Dills Act),⁴ PERB has held that, as a class of employees, retired annuitants hired on a temporary or part-time basis are *not* presumptively included in the unit of employees where the annuitants' duties have historically been performed. Rather, retired annuitants will be assigned to the bargaining unit where their tasks have historically been performed *only after* a hearing and Board determination as to the appropriateness of including such persons in the existing unit. (*Unit Determination for Technical, Skilled Crafts, Service and Professional Employees of the University of California (Lawrence Livermore National Laboratory Casual Employees)* (1983) PERB Decision No. 290-H; *Unit Determination for Technical, Skilled Crafts, Service and Professional Employees of the University of California (Lawrence Livermore National Laboratory Casual Employees)* (1983) PERB Decision No. 290a-H (*Lawrence Livermore II*); *State of California (Department of Corrections & Rehabilitation)* (2010) PERB Decision No. 2154-S (*Corrections*); *State of California (Department of Forestry & Fire Protection)* (2011) PERB Decision No. 2162-S.) The rationale for this approach is that retired annuitants, as a class of

³ HEERA is codified at section 3560 et seq.

⁴ The Dills Act is codified at section 3512 et seq.

employees, were not considered when PERB made its initial unit determinations under HEERA and the Dills Act, and therefore they cannot be presumptively included in any established bargaining units, even where they are assigned work historically performed within a particular bargaining unit. (*Lawrence Livermore II*, *supra*, at pp. 3-4; *Corrections*, *supra*, at p. 9.)

There is obviously some tension between these HEERA and Dills Act cases and *Premcor*, *supra*, 333 NLRB 1365 since the latter approach does not concern itself with whether a particular classification of employees was considered, or even existed, when the bargaining unit was established. Rather, *Premcor* only asks whether the duties of employees in a newly-established classification were historically performed by employees in a particular bargaining unit. However, we do not attempt here to reconcile this tension.

In fact, we decline IAM's invitation to consider whether the *Premcor* presumption is appropriate to the present MMBA context because, by its own terms, *Premcor* is inapposite to the facts of this case. It is true that the Equipment Mechanic IIIs and other employees in the automotive unit have historically performed some clerical and customer service duties now assigned to the Fleet Service Coordinators. However, it is also true that other employees, outside the automotive unit, have also performed those duties. Although not itself dispositive, at least some of these duties were performed by an employee in the general supervisory bargaining unit represented by Local 39. While it is thus undisputed that the Equipment Mechanic IIIs and other employees in the automotive unit have historically performed some of the duties of the new classification, the automotive unit is not the only bargaining unit in which those duties have, historically, been performed.

There are also legitimate questions about the appropriateness of Equipment Mechanic IIIs with specialized training in automotive maintenance and repair, performing the clerical and

customer service duties now assigned to the Fleet Service Coordinator position. There was undisputed testimony that the customer service duties of the Fleet Service Coordinator position, while obviously somewhat department-specific, are nonetheless similar to, or even interchangeable with, the clerical and customer service duties performed by other employees in Local 39's jurisdiction, above all, the customer service representatives and police records specialists. There was also undisputed evidence that the City's purpose in creating the new position was to "free up" the Equipment Mechanics from performing clerical work, so that they may spend more time on other duties that are more consistent with their training, skills and compensation. Even with the additional pay for the Fleet Service Coordinator position negotiated by Local 39, the compensation of the position remains comparable to that of other clerical and customer service positions represented by Local 39, but significantly lower than even the lowest-paid Equipment Mechanic III. The fact that the City now wishes to divest its Equipment Mechanic IIIs of these duties is fairly good evidence that they were ancillary or "merely incidental" to their primary duties of diagnosing, repairing and maintaining the City's automotive fleet.

In sum, the *Premcor*, *supra*, 333 NLRB 1365 analysis, as developed by the NLRB, does not apply here because the clerical and customer service duties at issue were never part of the essential functions of the Equipment Mechanic IIIs. We therefore reserve for another day consideration of the appropriateness of *Premcor* for unit modification petitions arising under the statutes administered by PERB.

We affirm the Hearing Officer's conclusion and proposed order that the clerical-customer service bargaining unit represented by Local 39, and not the automotive unit represented by IAM, is the appropriate unit for the Fleet Service Coordinator classification.

ORDER

The City of Sacramento's Fleet Service Coordinator classification is hereby assigned to, and, absent a showing of changed circumstances, shall remain part of bargaining unit 16, the clerical-customer service bargaining unit currently represented by Stationary Engineers Local 39.

Members Huguenin and Winslow joined in this Decision.

**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD**



CITY OF SACRAMENTO,

Employer,

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,

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and

STATIONARY ENGINEERS LOCAL 39,

Real Party in Interest.

REPRESENTATION
CASE NO. SA-UM-795-M

PROPOSED DECISION
(8/28/2013)

Appearances: Siegel, LeWitter & Malkani by Jonathan Siegel for International Association of Machinists & Aerospace Workers; Carroll, Burdick & McDonough by Jason H. Jasmine for Stationary Engineers, Local 39; Sheri Chapman for City of Sacramento.

Before Katharine Nyman, Hearing Officer.

PROCEDURAL HISTORY

The International Association of Machinists & Aerospace Workers (Machinists) is the exclusive representative of bargaining unit 12, commonly referred to as the automotive bargaining unit, at the City of Sacramento (City). On March 30, 2010, the Machinists filed a Petition for Unit Modification with the Public Employment Relations Board (PERB or Board). The Machinists' petition seeks to include the classification of Fleet Service Coordinator in the automotive bargaining unit.

The City filed its response on May 13, 2010, requesting that PERB determine the appropriate placement of the Fleet Service Coordinator classification.

On June 3, 2010, this matter was placed in abeyance and on July 27, 2011 taken out of abeyance. PERB conducted a settlement conference on September 8, 2011, but the parties were unable to resolve the matter. On December 16, 2011, Stationary Engineers, Local 39

(Local 39) filed a motion to join and sought to include the classification of Fleet Service Coordinator in the City's bargaining unit 16, commonly referred to as the clerical-customer service related unit. Local 39 is the exclusive representative of the clerical-customer service related unit. Local 39's motion to join was granted and on December 19, 2011, PERB conducted a formal hearing. At the hearing, all sides were given the opportunity to present evidence and cross-examine witnesses. The Machinists and Local 39 filed simultaneous post-hearing briefs on February 21, 2012.

FINDINGS OF FACT

In April 2009, the City's Department of General Services began discussions to contract with NAPA Auto Parts (NAPA) to provide automotive parts to the City's Fleet Division.

Prior to the City entering into a contract with NAPA, the City maintained its own automotive parts inventory. The Storekeeper classification, which was represented by Local 39, was responsible for overseeing the City's automotive parts inventory.

After the City entered into its contract with NAPA, NAPA took over the responsibility of stocking and obtaining automotive parts, as well as supplying NAPA employees to work the parts counters and supplying parts to mechanics. As a result of the NAPA contract, the Storekeeper classification was no longer needed within the City's Fleet Division.

The City initially met with Local 39 to discuss the contracting out of the Storekeeper duties. As a result of concerns expressed by Local 39, the City created the new classification of Fleet Service Coordinator in February 2011.

Storekeeper Classification

The primary job duties of the Storekeeper classification were ordering parts for maintaining vehicles within the City fleet, stocking parts, issuing parts to vehicles, maintaining inventory, and receiving and processing invoices. The experience and education required for the Storekeeper position was two years of experience performing storekeeping and inventory

work and a high school diploma or its equivalent. Storekeepers were required to have knowledge of storekeeping and inventory control methods and procedures; operation and maintenance of stockroom equipment; California vehicle codes; standard arithmetic; the basic operation of computers including standard word processing and spreadsheet software; and basic principles and practices of customer service. Storekeepers were paid at a salary range of \$34,393.38 - \$48,394.94 annually and worked in one of the approximately ten automotive repair and maintenance facilities within the City.

Fleet Service Coordinator Classification

The primary goal of the Fleet Service Coordinator was to take away the clerical work currently being performed by the Machinists' represented Equipment Mechanic IIIs, and to a lesser extent, other equipment mechanics.

As created, individuals employed in the Fleet Service Coordinator classification work alongside members of the Machinists' automotive bargaining unit in the City's automotive repair and maintenance facilities. According to testimony, the Fleet Service Coordinator also occasionally shares office space with Equipment Mechanic IIIs. The primary duties of the Fleet Service Coordinator are to receive and write up work order requests from customers, and issue routine work orders to equipment mechanics. Customers of the City's Fleet Division are typically other employees represented by Local 39. The Fleet Service Coordinator also completes other customer service tasks, including answering phones, creating work orders, reviewing and closing work orders, and dealing with walk-in customers. The experience and education required for the Fleet Service Coordinator position is two years of experience performing general clerical duties in an automotive repair facility and a high school diploma or its equivalent. Fleet Service Coordinators are required to have basic automotive and shop safety knowledge. Although having mechanical knowledge is useful, Fleet Service Coordinators are not required to do any actual automotive work on City vehicles or "turn

wrenches.” In addition, they must have knowledge of English usage, spelling, grammar and punctuation; proper public and telephone contact practices; modern office practices, procedures and equipment; and standard arithmetic. Fleet Service Coordinators are paid at a salary range of \$36,113.02 - \$50,814.65 annually. Lastly, according to testimony, Fleet Service Coordinators typically report to higher-level mechanics and most frequently, the Equipment Mechanic III. They also report, through the Equipment Mechanic III, to the City Operations Manager, though specific practices vary between the different City shops.

Equipment Mechanic III Classification

Prior to the introduction of the Fleet Service Coordinator, Equipment Mechanic IIIs typically interacted with customers who came in with a vehicular problem or request and determined what the problem appeared to be. The Equipment Mechanic III typically would then work with the customer to develop a plan to fix the problem and ensure that the parts needed to fix the automobile were available, and stayed in touch with the customer regarding the repair. The Equipment Mechanic III also completed skilled mechanical work on equipment. Some of these tasks are occasionally still done by the Equipment Mechanic IIIs depending on staffing and workload levels. When the City employed an Equipment Mechanic Supervisor, a Local 39-represented classification, the person occupying that position also participated in completing the administrative tasks.

The required experience for Equipment Mechanic IIIs is five years of experience in general maintenance, servicing, and repair of vehicles and equipment, including two years of experience on heavy duty gasoline and diesel driven equipment. The required qualifications for Equipment Mechanic IIIs include knowledge of operating principles of gasoline, diesel, and alternative fueled engines, light and heavy duty vehicles and mechanical equipment, electronic control systems typically found on modern automotive equipment, and methods, materials, tools and techniques used in the repair and maintenance of a variety of municipal equipment.

Equipment Mechanic IIIs must also have the ability to locate, correct and adjust defects in light and heavy duty vehicular and mechanical equipment, adapt available tools and repair parts to specific repair problems, competently and safely operate and care for tools used in vehicle and mechanical equipment repair work, and supervise, evaluate, lead and train others in the equipment maintenance field. Equipment Mechanics III are paid at a salary range of \$49,200.72 - \$69,230.04 annually.

Five Storekeepers previously represented by Local 39 were ultimately transferred into the Fleet Service Coordinator classification. At the time of the move, no new training was required or provided to the Storekeepers. During discussions with the City, Local 39 was originally told there would be no salary increase because the Fleet Service Coordinator would be doing similar work to the existing Local 39 classification of Customer Service Representative. However, the City ultimately ended up giving the Fleet Service Coordinator classification a five percent wage increase in exchange for Local 39 agreeing to drop its opposition to the NAPA contract.

Customer Service Specialist Classification

The primary job duties of the Customer Service Specialist classification (represented by Local 39) include a variety of duties such as typing, billing, checking, filing, and record keeping. Customer Service Specialists also receive and respond to customer inquiries, utilize various systems to locate information, receive payments, process mail, and perform other administrative tasks. The experience and education required for the Customer Service Specialist position is two years of increasing responsible experience performing a wide variety of general clerical, reception, public contact, and public service work, providing information and/or directing requests over the telephone and at a public counter and a high school diploma or its equivalent. Customer Service Specialists are required to have knowledge of the English language, basic bookkeeping and record keeping methods, City codes and ordinances, modern

office methods, and procedures for billing purposes. They are paid at a salary range of \$34,350.08 - \$48,334.17 annually.

Police Records Specialist Classification

The primary job duties of the Police Records Specialist classification (represented by Local 39) include transcribing electronic police reports, compiling local criminal histories, entering in missing persons or stolen property information into databases, assisting citizens, responding to calls from police officers, and preparing reports for the District Attorney and the Police Department. The experience and education required for the Police Records Specialist position is six months of public contact experience involving both in-person and telephonic contacts, using computer systems and office-related software programs, and one year of experience performing police-related duties including crime report writing, entry and query into statewide law enforcement databases, utilizing automated records and management systems. Police Records Specialists are required to have knowledge of the English language, basic arithmetic, modern office practices, procedures and terminology, computers and office-related software programs, record keeping practices and procedures, police terminology, crimes and classification codes. They are also required to operate a variety of office machines and equipment, communicate effectively and deal tactfully with other City personnel. Police Records Specialist are paid at a salary range of \$37,931.46 - \$53,373.34 annually.

ISSUE

What bargaining unit is appropriate for the Fleet Services Coordinator classification?

CONCLUSIONS OF LAW

The Meyers-Milias-Brown Act¹ (MMBA) vests PERB with the authority to make unit determinations in those cases where there is a dispute concerning the appropriateness of a

¹ The MMBA is codified at Government Code section 3500 et seq. Unless otherwise noted, all statutory references are to the Government Code.

proposed bargaining unit and where the local public agency has not adopted local rules concerning unit determination. (§§ 3507.1, subd. (1), 3509, subd. (a), and 3541.3, subd. (a).) The essential predicate for effective operation of the MMBA is the unit into which public employees are organized and represented by an employee organization. (*Internat. Fed. of Prof. & Tech. Engineers v. City and County of San Francisco* (2000) 79 Cal.App.4th 1300, 1306 (*San Francisco*).) In unit determinations under the MMBA, the question is whether the petitioned-for unit is “an appropriate unit,” not whether it is “the *ultimate* unit or the *most* appropriate unit.” (See *Alameda County Assistant Public Defenders Assn. v. County of Alameda* (1973) 33 Cal.App.3d 825, 830, italics original [*County of Alameda*]; §§ 3507, subd. (a)(4), 3507.1.)

I. Burden/Presumptions

According to Local 39, the proper standard for determining the appropriateness of a proposed bargaining unit derives from prior Board precedent. In *Sweetwater Union High School District* (1976) EERB² Decision No. 4, the Board developed the concept of presumptively appropriate bargaining units. Under subsequent precedent, the Board established that when a petition is filed to modify an existing unit, the burden is on the petitioner to show that the requested unit is more appropriate. (*State of California* (2011) PERB Decision No. 2214-S; *Temple City Unified School District* (1995) PERB Decision No. 1110; and *San Juan Unified School District* (1995) PERB Decision No. 1082.) Local 39 argues that the Machinists have not been able to overcome the rebuttable presumption that the existing unit is the appropriate one.

However, Local 39’s position assumes that the Fleet Service Coordinator classification was properly placed in the Local 39 bargaining unit prior to the Machinists’ filing its unit

² Prior to January 1, 1978, PERB was known as the Educational Employment Relations Board or EERB.

modification petition. According to the record, the Machinists filed their unit modification petition prior to the City's civil service board's approval of the Fleet Service Coordinator position in February 2011. While it appears that the City engaged in some discussion with Local 39 regarding the Fleet Service Coordinator classification, no evidence was presented that the City actually placed the position within the Local 39 bargaining unit. Moreover, the City requested that PERB determine the proper placement of the Fleet Service Coordinator classification, since the City has no local rules concerning unit determinations.

In addition, the Machinists argue that the automotive bargaining unit is the only appropriate unit for the Fleet Service Coordinator classification pursuant to existing precedent under the National Labor Relations Board (NLRB). Since the Fleet Service Coordinators are performing the same work that the Equipment Mechanic IIIs have historically been performing, the new classification is properly viewed as presumptively part of the existing automotive unit. (See *Premcor, Inc.* (2001) 333 NLRB 1365.)³ However, while much of the administrative work currently being performed by the Fleet Service Coordinators had previously been performed by Equipment Mechanic IIIs, it was not exclusive to the Equipment Mechanic III classification. According to testimony, some of the administrative work had also historically been performed by the Equipment Mechanic Supervisor classification, a position previously represented by Local 39.

Therefore, it appears most appropriate to determine the proper bargaining unit for the Fleet Service Coordinator classification by analyzing the unit determination criteria discussed below.

³ When interpreting the MMBA, it is appropriate to take guidance from cases interpreting the National Labor Relations Act and California labor relations statutes with parallel provisions. (*Fire Fighters Union v. City of Vallejo* (1974) 12 Cal.3d 608.)

II. Unit Determination Criteria

Unlike the other collective bargaining statutes PERB enforces, such as the Educational Employment Relations Act (EERA)⁴ and the Ralph C. Dills Act (Dills Act),⁵ the MMBA does not specify the criteria to be used when making unit determinations in cases of a dispute. (See §§ 3521 et seq., 3545.) In determining whether a proposed bargaining unit is an appropriate unit under the MMBA, courts have considered criteria similar to those contained in other collective bargaining statutes, including but not limited to the community of interest among the employees at issue. (*Reinbold v. City of Santa Monica* (1976) 63 Cal.App.3d 433, 440.)

In determining whether a community of interest exists among employees within a unit, both the courts and the Board analyze a variety of factors. These factors include job function and duties, wages, method of compensation, hours, employment benefits, supervision, qualifications, training and skills, contact/interchange with other employees, integration of work functions, and common goals. (*San Francisco, supra*, 79 Cal.App.4th at p. 1306, citing *County of Alameda, supra*, 33 Cal.App.3d at pp. 830-832; *San Diego Community College District* (2001) PERB Decision No. 1445 [*San Diego CCD*]; *Redondo Beach City School District* (1980) PERB Decision No. 114; *Monterey Peninsula Community College District* (1978) PERB Decision No. 76 [*Monterey Peninsula CCD*].)⁶ In *City of Glendale* (2007) PERB Decision No. Ad-361-M [*Glendale*], the Board affirmed that these factors are consistent with the purposes of the MMBA and existing legal precedent. Indeed, the criteria identified in those cases are substantially similar to the criteria used by PERB when making unit determinations

⁴ EERA is codified at section 3540 et seq.

⁵ The Dills Act is codified at section 3512 et seq.

⁶ Similar criteria have been applied to representation petitions filed with PERB under the Dills Act and the Higher Educational Employer-Employee Relations Act. (§§ 3521, 3579; *State of California* (2011) PERB Decision No. 2178-S; *Regents of the University of California* (2010) PERB Decision No. 2107-H [petition to modify the employer's residual healthcare professional unit].)

under other collective bargaining statutes. (See, e.g., § 3545(a); *Elk Grove Unified School District* (2004) PERB Decision No. 1688.) These factors are applied here to determine which proposed unit is the more appropriate one.

In analyzing these factors, the Board has rejected a checklist approach in favor of examining the “totality of circumstances.” (*San Diego CCD, supra*, PERB Decision No. 1445.) “The point in comparing factors is to reveal the interests of employees and ascertain whether they share substantial mutual interests in matters subject to meeting and negotiating.” (*Monterey Peninsula CCD, supra*, PERB Decision No. 76.)

Community of Interest

1. Work Location and Interaction with Other City Employees

The Machinists assert that the Fleet Service Coordinators share their work locations almost exclusively with City employees who are members of the automotive bargaining unit and work regularly alongside members of the automotive unit in the same facilities and that these similarities weigh in favor of finding a community of interest between the Fleet Service Coordinators and the other classifications in the automotive bargaining unit.

However, Local 39 asserts that there is also relevant interaction between the Fleet Service Coordinators and other City-employed personnel, since Fleet Service Coordinators interact on a regular basis with the customers, most of whom are in the Local 39 bargaining unit.

As stated above, work location and interchange with other employees are factors considered when determining community of interest. (*Los Angeles Unified School District* (1998) PERB Decision No. 1267; *San Diego CCD, supra*, PERB Decision No. 1445.) Here, the Fleet Service Coordinator interacts with many employees within the City, including those within the respective bargaining units represented by the Machinists and Local 39. However, the Fleet Service Coordinator works in a much more intimate and inter-related capacity with

the other members of the automotive bargaining unit. The Fleet Service Coordinator works daily alongside members of the Machinists' bargaining unit in the City's automotive repair and maintenance facilities. And, occasionally, the Fleet Service Coordinator shares office space with the Equipment Mechanic IIIs. Weighing only work location and interaction among other City employees, the evidence weighs in favor of finding a greater community of interest between the Fleet Service Coordinators and the automotive unit.

2. Supervision

The Machinists also assert that the City's supervisory channels require that the Fleet Service Coordinator classification be placed in the automotive bargaining unit. A common line of supervision is a factor when determining community of interest. (*San Joaquin County Office of Education* (2004) PERB Decision No. 1627.)

According to the job description for the Fleet Service Coordinators, "[g]eneral supervision is provided by higher level equipment mechanic personnel." In practice, Fleet Service Coordinators and automotive bargaining unit members share common supervision. Some Fleet Service Coordinators report directly to the on-site Equipment Mechanic III. Other Fleet Service Coordinators report through the Equipment Mechanic III to the Operations Manager pursuant to the identified line of command. Likewise, Equipment Mechanics report to the same Operations Manager. Such a common line of supervision weighs in favor of finding a community of interest between the Fleet Service Coordinator and the automotive bargaining unit.

3. Interchange of Job Functions and Job Duties

The Machinists further assert that the Fleet Services Coordinator and the Equipment Mechanics have a significant interchange among their respective job duties. Interchange of job duties is another factor considered when determining community of interest. (*San Francisco, supra*, 79 Cal.App.4th 1300.) However, there is no evidence of any true interchange of job

duties between the Fleet Service Coordinator and the Equipment Mechanic III.

While the Fleet Service Coordinator took over much of the clerical work previously done by the Equipment Mechanic III, and while the Equipment Mechanic III continues to engage in some similar work, there is no true interchange of job duties in that the Fleet Service Coordinator cannot perform the work of an Equipment Mechanic III.

The actual job duties of the Fleet Service Coordinator are significantly different from employees in the automotive bargaining unit. The work of a Fleet Service Coordinator is solely customer service related. While having knowledge of automotive repair is helpful in performing requisite job duties, the Fleet Service Coordinator does not “get under the hood and turn wrenches” like all other members of the automotive bargaining unit. Such dissimilar job duties is likewise a significant factor in determining whether a community of interest exists. (*San Diego CCD, supra*, PERB Decision No. 1445.) As a result, no City employee can transfer from the Fleet Service Coordinator classification to any other Machinist-represented classification.

The Fleet Service Coordinator does, however, share significantly similar job duties with other classifications within the clerical-customer service related bargaining unit. Similar customer service duties are performed by both the Customer Service Representative and Police Records Specialist II classifications. The main unifying factor among these job classifications is that they all provide significant customer service and perform similar administrative-type job duties. Therefore, the evidence presented involving the interchange of job functions and job duties weighs in favor of finding a greater community of interest between the Fleet Service Coordinators and the classifications within the clerical-customer service related bargaining unit.

4. Qualifications, Training and Skills

The extent to which employees share education and other special qualifications,

training, and skills is likewise essential when determining community of interest. (*Los Angeles Unified School District, supra*, PERB Decision No. 1267; *San Diego CCD, supra*, PERB Decision No. 1445.)

Equipment Mechanics are required to possess or obtain special training certificates to repair automobiles, however a Fleet Service Coordinator is not required to obtain such similar training. While other classifications in the automotive unit such as the Vehicle Service Attendants and Service Workers do not require high level mechanical knowledge, both classifications require some knowledge of automotive repair and experience “turning wrenches” to be hired into the job.

The position of Fleet Service Coordinator requires only the knowledge of, among other things, basic automotive and heavy equipment parts, shop related safety principles and practices, proper English usage and grammar, basic office practices, computer knowledge and mathematics. The education and skill required for a Fleet Service Coordinator is two years of work experience performing general clerical duties in an automotive shop and a high school diploma or G.E.D. equivalent.

Likewise, the Local 39-represented Customer Service Representative and Police Records Specialist II classifications require similar qualifications, training and skills. Both classifications require knowledge of the English language, basic office practices and computer knowledge, customer service experience, and a high school degree or equivalent. Neither classification requires any special certification, training or education. As such, the similarity in qualifications, training and skills required between the Fleet Service Coordinator and the other classifications represented by Local 39 weighs in favor of finding a greater community of interest between the Fleet Service Coordinators and the classifications within the clerical-customer service related bargaining unit.

5. Wages and Benefits

Lastly, methods of wages or pay schedule and benefits are used to determine community of interest. (*Los Angeles Unified School District* (1976) EERB Decision No. 5.) Benefits among the different classifications are substantively identical based on the fact that the majority of City employees share a similar benefit structure and are therefore not determinative in establishing a community of interest. From the evidence presented, the Fleet Service Coordinator pay scale most closely resembles other classifications within the clerical-customer service related bargaining unit. The Equipment Mechanic III, which the Machinists argue is most similar to the Fleet Service Coordinator, is paid between \$49,200.72 and \$69,230.04 annually, whereas the Fleet Service Coordinator is paid between \$36,113.02 and \$50,814.65. Similar to the Fleet Service Coordinator, the Customer Service Specialist is paid between \$38,834.02 and \$54,643.31 annually, and the Public Records Specialist II is paid between \$37,931.46 and \$53,373.34 annually. The pay scale of the Fleet Service Coordinator most closely mirrors that of the two customer service type positions within the clerical-customer service related bargaining unit. Therefore, the similarity in pay schedules between the Fleet Service Coordinator and the other classifications represented by Local 39 weighs in favor of finding a greater community of between the Fleet Service Coordinators and the classifications with Local 39's clerical-customer service related bargaining unit.

Upon review of the evidence in this case, it is determined that the Fleet Services Coordinator shares substantial mutual interests in matters subject to meeting and negotiating with the employees in the clerical-customer service related bargaining unit represented by Local 39.

PROPOSED ORDER

For the reasons discussed above, and based on the entire record in this proceeding, I hold that the Fleet Service Coordinator classification shall be included in the clerical-customer

service related bargaining unit represented by Stationary Engineers, Local 39.

RIGHT OF APPEAL

Pursuant to California Code of Regulations, title 8, section 32305, this Proposed Decision and Order shall become final unless a party files a statement of exceptions with the Public Employment Relations Board (PERB or Board) itself within 20 days of service of this Decision. The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95811-4124
(916) 322-8231
FAX: (916) 327-7960
E-FILE: PERBe-file.Appeals@perb.ca.gov

In accordance with PERB regulations, the statement of exceptions should identify by page citation or exhibit number the portions of the record, if any, relied upon for such exceptions. (Cal. Code Regs., tit. 8, § 32300.)

A document is considered "filed" when actually received during a regular PERB business day. (Cal. Code Regs., tit. 8, §§ 32135, subd. (a) and 32130; see also Gov. Code, § 11020, subd. (a).) A document is also considered "filed" when received by facsimile transmission before the close of business together with a Facsimile Transmission Cover Sheet or received by electronic mail before the close of business, which meets the requirements of PERB Regulation 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Cal. Code Regs., tit. 8, § 32135, subds. (b), (c) and (d); see also Cal. Code Regs., tit. 8, §§ 32090, 32091 and 32130.)

Any statement of exceptions and supporting brief must be served concurrently with its filing upon each party to this proceeding. Proof of service shall accompany each copy served on a party or filed with the Board itself. (See Cal. Code Regs., tit. 8, §§ 32300, 32305, 32140, and 32135, subd. (c).)